

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA  
SOUTHERN DIVISION**

**KIP LAMAR SNELL,**

**Plaintiff,**

**v.**

**CITY OF SLOCOMB, ALABAMA,**

**Defendant.**

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**Case No. 1:07-cv-898-MHT**

**MOTION FOR LEAVE TO AMEND ANSWER**

Defendant the City of Slocomb, Alabama, moves for leave to amend its answer to the plaintiff's complaint.

1. This motion is timely, as the scheduling order allows the defendant to file a motion for leave to amend the pleadings on or before February 22, 2008. (See Doc. at 11 at 2, § 4.)

2. No depositions have been taken, so the plaintiff will not be prejudice by allowance of the amended pleading.

3. A copy of the proposed amended answer is attached to this motion.

WHEREFORE, the City of Slocomb respectfully moves for leave to file its proposed amended answer.

**s/ James H. Pike**

James H. Pike (PIK003)  
Attorney for Defendant  
The City of Slocomb, Alabama

OF COUNSEL:

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**CERTIFICATE OF SERVICE**

I, James H. Pike, certify that on February 22, 2008, I electronically served this document upon:

Elizabeth B. Glasgow  
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**s/ James H. Pike**

James H. Pike

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<b>KIP LAMAR SNELL,</b>	)	
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<b>Plaintiff,</b>	)	
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<b>v.</b>	)	<b>Case No. 1:07-cv-898-MHT</b>
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<b>CITY OF SLOCOMB, ALABAMA,</b>	)	
	)	
<b>Defendant.</b>	)	

**AMENDED ANSWER TO COMPLAINT**

Defendant the City of Slocomb, Alabama, amends its answer to the plaintiff's complaint to state as follows:

**INTRODUCTION**

1. The City of Slocomb denies the allegations of Paragraph 1.

**JURISDICTION AND VENUE**

2. The City of Slocomb admits the Court has subject matter jurisdiction over the plaintiff's claims, but denies the substantive allegations of the complaint.

3. The City of Slocomb admits venue is proper, but denies the substantive allegations of the complaint.

**PARTIES**

4. The City of Slocomb admits it employed the plaintiff in its police department, but is without knowledge or information sufficient to form a belief as to the remaining averments of Paragraph 4. Therefore, they are denied.

5. The City of Slocomb admits it is a municipality within Geneva County, Alabama.

**COUNT I**

6. The City of Slocomb denies the allegations of Paragraph 6.
7. The City of Slocomb denies the allegations of Paragraph 7.
8. The City of Slocomb denies the allegations of Paragraph 8.
9. The City of Slocomb denies the allegations of Paragraph 9.
10. The City of Slocomb denies the allegations of Paragraph 10.
11. The City of Slocomb denies the allegations of Paragraph 11.

**FIRST DEFENSE**

The City of Slocomb denies all of the material allegations of the plaintiff's complaint.

**SECOND DEFENSE**

The City of Slocomb pleads the plaintiff was exempt from the overtime provisions of the Fair Labor Standards Act.

**THIRD DEFENSE**

The City of Slocomb pleads the plaintiff failed to exhaust applicable contractual and/or administrative remedies.

**FOURTH DEFENSE**

The City of Slocomb pleads that it acted in good faith.

**FIFTH DEFENSE**

The City of Slocomb pleads that it acted with a reasonable belief that its conduct was lawful.

**SIXTH DEFENSE**

The City of Slocomb pleads release.

**SEVENTH DEFENSE**

The City of Slocomb pleads accord and satisfaction.

**EIGHTH DEFENSE**

The City of Slocomb pleads waiver.

**NINTH DEFENSE**

The City of Slocomb pleads failure to mitigate.

**TENTH DEFENSE**

The City of Slocomb pleads the statute of limitations.

**ELEVENTH DEFENSE**

The City of Slocomb pleads estoppel.

**TWELFTH DEFENSE**

The City of Slocomb pleads 29 U.S.C. § 213(a)(1).

**THIRTEENTH DEFENSE**

The City of Slocomb pleads 29 U.S.C. § 213(b)(20).

**FOURTEENTH DEFENSE**

The City of Slocomb pleads immunity.

**FIFTEENTH DEFENSE**

The City of Slocomb pleads setoff.

**SIXTEENTH DEFENSE**

The City of Slocomb pleads the plaintiff was employed in a bona fide executive capacity.

**SEVENTEENTH DEFENSE**

The City of Slocomb pleads the plaintiff was employed in a bona fide administrative capacity.

**EIGHTEENTH DEFENSE**

The City of Slocomb pleads 29 U.S.C. § 213.

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